

**THE HONORABLE BODY
Council Chambers
Municipal Building
North Tonawanda, New York 14120
Tuesday, October 22, 2019
6:34 P.M.**

SPECIAL SESSION CALLED TO ORDER BY PRESIDENT ZADZILKA

PLEDGE OF ALLEGIANCE

ROLL CALL

**Present: President Zadzilka
Alderman Braun, Berube, Pecoraro, Tylec**

Absent: None

**Also Present: Mayor Arthur G. Pappas
City Attorney Luke Brown**

**MOVED by Alderman Zadzilka SECONDED by Alderman Pecoraro
To convene a Special Session of the Common Council.
Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka (5)
Nays: None (0)
CARRIED.**

II. Attorney

October 16, 2019

**Honorable Arthur G. Pappas, Mayor
And Common Council Members
City Hall / 216 Payne Avenue
North Tonawanda, NY 14120**

**Re: Proposed Contract Agreement between City of North Tonawanda and
Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO**

Dear Honorable Body:

The City negotiating committee met with the CSEA negotiating team on multiple occasions beginning in late 2018. I have included, in this letter, the proposed changes that had been discussed at these meeting:

1. 1.21 The term of this agreement begins at 12:01 A.M. on January 1, 2019 and continues until midnight on December 31, 2023.
2. 2.6A.1 Agency Shop has been removed from the contract.
3. 7.1 is the proposed salary schedule
2019 July 1 2%
2020 January 1 2%
2021 January 1 2%
2022 January 1 2%
2023 January 1 2%
4. 7.12 Following positions to be added
Crew Leader Recreation XIII classification
Assistant Bldg. Inspector XII

10-22-2019

Chief Water Treatment Plant Operator XVII
 Senior Water Treatment Plant Operator XIV
 Senior Water and Wastewater Treatment Plant Mechanic XIV
 Assistant City Engineer XIV
 Junior Accountant XII
 Personnel/Payroll Specialist XV
 Assistant Water Distribution Maintenance Supervisor XII
 Water and Wastewater Treatment Plant Maintenance Supervisor XVII
 Youth Program Supervisor XI
 Greens Keeper XIV

5. 7.15 An employee promoted hereafter to a classification in a higher rated job group set forth in paragraph 7.12 of this Agreement shall be placed at the lowest step of the higher rated Job Group which results in an increase for him and shall thereafter advance in accordance with paragraph ~~7.15~~ **7.16** this Agreement
6. 7.26 An employee in ~~the Water~~ **any** Department with the classification of Laborer after one full year of service with the department shall be upgraded to the **next** classification **within that Department**. ~~Water Maintenance man, Job Group H 4 in accordance with Section 7.15. An employee in the Recreation or Parks Department with the classification of Laborer, after one full year of service with the department, shall be upgraded to Job Group H 4 in accordance with Section 7.15.~~
7. 8.11 has given a holiday on Easter for Water and Wastewater operators.
8. 9.21 adds another category and allows employees with less than one year of service but greater than six months of service, five working days of vacation.
9. 9.26 An employee will have the option to convert up to ten days of unused vacation time per year to sick time at the end of the year. Employee will need to fill out Appendix T and return it to Department Head.
10. 10.21 For each month of service for the Employer, an employee hired prior to August 1, 1986 shall be credited with one and one half (1 ½) days of sick leave credit. An employee hired on or after August 1, 1986 shall be credited with one (1) day of sick leave credit. For purposes of this paragraph, a "month of service" is a month in which an employee has been on the Employer's active payroll for at least one full pay period. "Active payroll" does not include sick leave of more than ten ~~910~~ **(10)** consecutive sick days in a month.
11. 10.22 Sick Leave credits may be accumulated up to a maximum of ~~180~~ **200** days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this Agreement. Any days accumulated by an employee in excess of ~~180~~ **200** days will be added to the Sick Leave Bank, Article 10.5 of this Agreement
12. **10.53 The bank will be funded initially with 1500 days effective January 1, 2019.**
~~The bank will be funded initially with each participating employee contributing one day of his accumulated sick leave to the sick leave bank, and the City contributing thereto two days for each one day contributed by each participating employee of the bargaining unit.~~
13. ~~12.1~~ **12.11** The Employer shall provide and pay for an insurance policy for each employee as follows:
14. 12.13 The Employer shall provide medical insurance coverage for Retirees at the group rate, and by payment of a percentage of the premiums, pursuant to the schedule below. The balance of said premiums will be billed to the Retiree and paid by same. The employer will provide said coverage until age 72 or otherwise terminated or preempted by other coverage through Medicare, Medicaid or a spouse plan. However, in the event the spouse's insurance would expire or no longer be effective, then the Blue Cross coverage provided hereunder for a retired member can be picked up by the retired member or **retired member's spouse** with the City

paying their percentage of the premium as set forth in this section. The number of sick days at retirement shall determine the percentage of premiums paid by the City as indicated in the schedule below.

At age 65 when retiree is eligible for Medicare, the City will provide Senior Blue 651 coverage to retiree and spouse until each turn the age of 72 as indicated in the schedule below. If retiree is eligible for Medicare and spouse is not, the spouse will remain on the City's plan until the spouse becomes eligible for Medicare with the City continuing to pay according to schedule listed below. If the retiree dies, spouse will continue to be covered until the age of 72.

Effective for employees retiring after September 1, 2002, the City will continue to pay premiums according to the above schedule for retirees who are eligible for and obtain Senior Blue 651 or ***Forever Blue 799 Plan 33** medical insurance plan. If said plan becomes unavailable in the future, the City will offer retirees ~~the a health plan agreed upon by both parties. Community Blue Plan.~~ **a health plan agreed upon by both parties.** If the retiree resides out of the area of the HMO coverage, the employer will reimburse employees retiring under this contract the actual cost of medical insurance premiums not to exceed the amount that would have been payable if they had remained in the area. **If retiree selects the Forever Blue 799 Plan 33, the retiree will be responsible to pay the difference between the Senior Blue 651 and the retiree may elect at their expense to switch to the Forever Blue 799 Plan 33**

15. 12.19 Payment of longevity shall be made in one lump sum and shall be paid to the employee at the first pay period **after the employee's anniversary date in** December of each year. ~~Any employee who will have completed required longevity service on or before December 31st of any year shall be entitled to the longevity payment as through such period of service had been completed by the first pay period~~ In determining who shall be eligible for longevity at the establishment of the longevity program, all employees covered by this Agreement shall be credited with total years of service to the City of North Tonawanda continuous and non-continuous combined. Any employee hereafter entering the employ of the City shall accrue longevity only for continuous service to the City of North Tonawanda. Any employee hereafter leaving the service of the City on a lay-off, leave of absence, or because of employment connected disability for a period not exceeding one (1) year shall be considered as having continuous service when such employee returns to the employ of the City except that such period of leave shall not be counted as part of the total service period. Any employee entering the military service for any period of time and returning to the employ of the City shall be considered as having continuous service when such employee returns to the employ of the City except his actual military service shall not be counted as part of the total service period.

If the employee leaves the City's service, the employee will receive longevity pay on a pro-rated basis for every completed month worked from anniversary date until separation from City service.

~~In the year of employment in which the employee leaves the City service, the employee will receive Longevity pay on a pro-rated basis for every month worked until separation from the City service. Unused sick days cannot be used to extend service time to the employee's Longevity pay for the purposes of receiving Longevity payment.~~

16. 12.4 Separation from Service
Upon separation from service with the City of North Tonawanda, employees who have more than one hundred fifty (150) days of accumulated sick leave may cash out those days above one hundred fifty (150) up to a maximum of ~~five (5)~~ **thirty (30)** days at the employee's normal hourly rate at the time of separation. To be eligible for said payment an employee shall:
17. 13.14 ~~Regardless of any other provision of this agreement, any employee hired after January 1, 1987 who has previously worked in any full time permanent or provisional capacity, immediately prior to his date of appointment with the City of North Tonawanda CSEA unit, shall not be required to contribute toward the co~~

payment of his medical insurance pursuant to Section 12.12 (d) (Medical Insurance). Any employee who has worked for the City of North Tonawanda when appointed to the CSEA unit, shall not suffer any loss of any accrued sick leave time benefits pursuant to Section 10.21 (Sick Leave).

18. 13.15 When City operations are closed during work hours and the employees are sent home, non-essential employees sent home will not lose pay for their regular shift hours. On any succeeding shift of said emergency the employee will use any available leave accruals to avoid loss of pay.
19. 14.13 Should any employee or group of employees fail to follow any adopted safety rules or procedures or fail to use equipment provided by the employer for their safety, such failure or refusal shall be grounds for disciplinary action by the employer against such employee or employees. To be enforceable against said employee, such safety rules or procedures must be incorporated into a written safety ~~mutual~~, **manual** or posted on the relevant employee bulletin board.
20. 16.14 Employees who work either a thirty-five (35) or forty (40) hour work week may exercise an option in writing on the attached form, Appendix K, hereby incorporated into this Agreement by reference, to take said overtime hours worked off as compensatory time off, in lieu of receiving payment for said hours at time and one half (1½). This option form, Appendix K, shall be filed with the Department Head and the Department of Accounting. ~~by January 15th of each year, should the employee said compensatory time off desire. Any employee submitting said for, shall have the option to change this option for a maximum of up to three (3) times per year without the approval of the Employee's Department Head, and more than three (3) times per year, upon approval of the employee's Department head. Should said option not be changed by the employee, it shall remain in effect for a period of one year until December 31, at which time it shall expire for that calendar year. It shall remain in effect until the employee elects to change current option or this employee accrues 240 hours of compensatory time off.~~
21. 16.18 An employee may elect to transfer up to forty (40) hours of compensatory time to sick hours each year.
22. 17.12 Any employee called after his/her normal work shift ends or on Saturday or Sunday will be guaranteed a minimum of one half (1/2) hour pay in increments of one half (1/2) hour for the duration of call.
23. 2.1 All recertification and licensure renewals shall continue to be processed via the existing reimbursement ~~procedure~~ **procedure**.
24. 23.1 The parties agree that a mandatory drug testing policy will be negotiated and implemented no later than January 1, 2017 2020. This time frame may be extended by mutual agreement of the parties. If the parties reach an impasse on the substance of the policy, either party may refer this matter to an interest arbitration panel

If these changes meet with the Council's approve, I would request that you approve the CSEA contract with the noted changes for the Mayor's signature. Thank you.

Very truly yours,
Nicholas B. Robinson
 Assistant City Attorney

MOVED by Alderman Pecoraro SECONDED by Alderman Braun
That the Common Council hereby approves the aforementioned Contract Agreement between City of North Tonawanda and Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, subject to further review by the City Attorney.

Ayes: Alderman Braun, Berube, Pecoraro, Tylec, Zadzilka

(5)

Nays: None

(0)

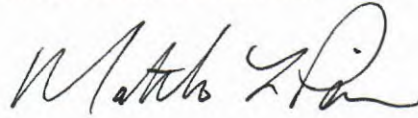
CARRIED.

ADJOURNMENT

MOVED by Alderman Tylec **SECONDED** by Alderman Braun
That this special session of the Common Council be and hereby is adjourned.
CARRIED.

Time of Adjournment: 6:35 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew L. Parish". The signature is written in a cursive style with a large initial "M".

**Matthew L. Parish
City Clerk-Treasurer**